



Artis-Ray: Cash Jr.
453 South Spring street
Suite 400 PMB 1211
Los Angeles, CA 90013
831-346-2562
artiscashjr@yahoo.com

Artis-Ray: Cash Jr.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Artis-Ray: Cash Jr.,
Plaintiff,

vs.

Resurgent Capital Services, L.P.,
Defendant.

No. 2:24-cv-10356-ODW-SK

**PLAINTIFF’S OPPOSITION TO
DEFENDANT’S MOTION FOR JUDGMENT
ON THE PLEADINGS
[FRCP 12(c); L.R. 7-9, 7-10]**

TABLE OF AUTHORITIES

| Case / Statute | Actual Page(s) |
|--|----------------|
| <i>Bersaw v. Northland Group</i> | 3 |
| <i>Clark v. Capital Credit & Collection Servs.</i> | 4 |
| <i>Erickson v. Pardus</i> | 4 |
| <i>Haines v. Kerner</i> | 4 |
| <i>Heintz v. Jenkins</i> | 4 |
| <i>Spokeo v. Robins</i> | 3 |
| <i>TransUnion LLC v. Ramirez</i> | 3 |
| 15 U.S.C. § 1681 et seq. | 3 |
| 15 U.S.C. § 1681b(f) | 3 |
| 15 U.S.C. § 1692 et seq. | 4 |
| 15 U.S.C. § 1692g(b) | 3–4 |
| 15 U.S.C. § 1692e(10) | 4 |

1 **I. INTRODUCTION**

2
3 Defendant **Resurgent Capital Services, L.P.** accessed Plaintiff's consumer credit report
4 without a permissible purpose under the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et
5 seq., and then failed to provide debt validation as required by the Fair Debt Collection Practices Act
6 ("FDCPA"), 15 U.S.C. § 1692 et seq., after the debt was disputed. This conduct constitutes statutory
7 violations and has caused concrete harm. Defendant's Motion for Judgment on the Pleadings must be
8 denied.

9
10 **II. LEGAL STANDARD**

11 A motion for judgment on the pleadings under Fed. R. Civ. P. 12(c) is evaluated under the
12 same standard as a motion to dismiss under Rule 12(b)(6). The court must accept as true all factual
13 allegations in the complaint and draw all reasonable inferences in favor of the non-moving party.
14

15 **III. ARGUMENT**

16
17 **A. Unauthorized Credit Pull Constitutes a Concrete Injury**

18
19 Under the FCRA, a user of consumer reports must have a permissible purpose to obtain a
20 report. 15 U.S.C. § 1681b(f). Here, Defendant has produced no signed agreement, no account
21 initiated by Plaintiff, and no evidence of a legitimate credit transaction.
22

23 In *Spokeo v. Robins*, 578 U.S. 330 (2016), the Supreme Court held that a procedural violation
24 of the FCRA, such as obtaining a report without lawful authority, causes a concrete injury sufficient
25 for Article III standing. *TransUnion LLC v. Ramirez*, 594 U.S. ____ (2021), reaffirmed that
26 dissemination of inaccurate or unverified information to third parties is inherently harmful.
27

1 Defendant's unauthorized inquiry into Plaintiff's credit file created such harm.

2
3 The holding in *Bersaw v. Northland Group*, 2015 DNH 050, is directly applicable: where the
4 defendant failed to prove the existence of a valid "account" justifying a permissible purpose, the
5 court found liability under the FCRA. Defendant's failure to provide proof of ownership or
6 assignment places it squarely within *Bersaw's* reasoning.

7
8 **B. Defendant Violated the FDCPA by Failing to Validate the Debt**

9
10 The FDCPA, 15 U.S.C. § 1692g(b), requires that upon dispute of a debt, the collector must
11 cease all collection activity—including credit reporting—until it provides verification.

12 Here, Defendant has never mailed:

- 13
14 **1.** A chain of title / assignment contracts proving it had standing to collect;
15
16 **2.** The original signed agreement establishing the alleged obligation;
17
18 **3.** An itemized accounting verifying the amount claimed.
19

20 Without these, continued collection activity is unlawful under § 1692g(b) and deceptive under
21 § 1692e(10).

22
23 The Supreme Court in *Heintz v. Jenkins*, 514 U.S. 291 (1995), confirmed that the FDCPA
24 applies to attorneys and debt collectors engaged in litigation. The Ninth Circuit in *Clark v. Capital*
25 *Credit & Collection Servs.*, 460 F.3d 1162 (9th Cir. 2006), held that continuing to collect a debt
26 without validation violates § 1692g. Defendant's conduct fits squarely within these rulings.
27

C. Defendant's Answer Confirms Key Facts Are Undisputed

Defendant's Answer fails to provide factual support for any permissible purpose or to refute the lack of chain of title. Such omissions justify judgment for Plaintiff at the pleadings stage because there are no material facts in dispute on these critical points.

D. Liberal Construction of Pro Se Pleadings

As the Supreme Court held in *Haines v. Kerner*, 404 U.S. 519 (1972), and reaffirmed in *Erickson v. Pardus*, 551 U.S. 89 (2007), pro se pleadings must be liberally construed and held to less stringent standards than those drafted by attorneys. Plaintiff's allegations, taken as true, state valid claims under both the FCRA and FDCPA.

IV. CONCLUSION

Defendant accessed Plaintiff's credit report without a permissible purpose, failed to validate the alleged debt in compliance with § 1692g, and has admitted facts that eliminate any genuine dispute. The Motion for Judgment on the Pleadings should be denied in its entirety.

Respectfully Submitted,

Dated: August 13, 2025

By: /s/ Artis Ray Cash Jr

Artis-Ray: Cash Jr., Pro Se